

1 JEAN BARANOWSKI
2 78365 Highway 111, #123
3 La Quinta, CA 92253
4 TEL: 760-333-7499

5 In Pro Per

6
7 **UNITED STATES BANKRUPTCY COURT**
8 **CENTRAL DISTRICT OF CALIFORNIA – RIVERSIDE DIVISION**

9 IN RE

10 TAUREAN E WRIGHT

11 Debtor.

Case No.: 6:25-bk-11843-SY

REPLY DECLARATION OF JEAN
BARANOWSKI IN OPPOSITION TO
DEBTOR'S OBJECTION TO CLAIM NO. 9

Subject Property:
107 Cachanilla Ct
Palm Desert, California 92260

Confirmation Hearing:
Date: July 15, 2025
Time: 01:30 PM
Place: 3420 Twelfth St.,
Riverside, CA 92501
Ctmm: 302
Judge: Scott H. Yun

22
23 I, JEAN BARANOWSKI, declare as follows:

24
25 1. I am the Claimant in the above-referenced Chapter 13 bankruptcy case (Case No. 6:25-
26 bk-11843-SY) and have personal knowledge of the facts stated herein. I am competent to testify
27 thereto.

28 2. I dispute the Debtor's assertion that my interest in the property located at 107 Cachanilla
REPLY DECLARATION OF JEAN BARANOWSKI IN OPPOSITION TO DEBTOR'S
OBJECTION TO CLAIM NO. 9 - 1

1 Court, Palm Desert, California ("Property") was extinguished by a foreclosure sale on December
2 6, 2023. I maintain a legal and equitable interest in the Property, and my Proof of Claim (Claim
3 #9) is valid and enforceable.

4 3. The Debtor's Objection mischaracterizes the status of ongoing litigation concerning the
5 Property. As Exhibit B and C to the Debtor's own objection show, appeals are currently pending
6 in both the California Court of Appeal (Case No. E083661) and the U.S. Court of Appeals for the
7 Ninth Circuit (Case No. 24-7164), challenging the dismissals of my previous actions related to
8 the Property's ownership. [These appeals demonstrate that the legal question of ownership is not
9 "conclusively settled" as asserted by the Debtor.

10 4. My Proof of Claim for \$533,915.00 , is composed of:

- 11 a. \$83,915 for accrued rent owed. This amount is based on the residential lease
12 agreement attached to my claim as Exhibit A, which clearly outlines the rental
13 terms for the Property located at 107 Cachanilla Ct, Palm Desert, CA 92260-
14 3159. The lease indicates that Taurean Wright, the Debtor, and other named
15 persons were tenants of the property. The lease commenced on February 1, 2021,
16 for a term terminating on February 1, 2022, at a monthly rent of \$2,800.00,
17 payable on the 1st day of each calendar month. My invoice attached to the claim
18 reflects continued occupancy and an increased rent of \$3,400 as of September 4,
19 2022.
- 20 b. \$250,000 for property damage incurred in June 2023. This represents the cost to
21 remove and replace damage to the property.
- 22 c. \$200,000 for "equity" in the property. This amount is based on a physical
23 appraisal of the property in July 2023, valuing it at \$835,000.
- 24 d. A priority claim of \$3,400 for an alleged consumer deposit. This claim is
25 supported under 11 U.S.C. § 507(a)(7). The lease agreement itself shows a
26 security deposit of \$2,800.00 was paid.

27 5. The Debtor's argument that the claim for "equity" is not a "claim" under § 101(5) is
28 premature and should be disregarded. My ownership interest in the Property is still being
REPLY DECLARATION OF JEAN BARANOWSKI IN OPPOSITION TO DEBTOR'S
OBJECTION TO CLAIM NO. 9 - 2

1 litigated in higher courts, and a final determination on that issue has not been made. Therefore,
2 the value of my equitable interest in the Property remains a valid component of my claim.

3 6. Regarding the priority claim under § 507(a)(7) for a consumer deposit, the lease
4 agreement clearly indicates a security deposit of \$2,800.00 was paid.

5 7. This falls under the definition of a deposit related to the lease of property for personal,
6 family, or household use.

7 8. The Debtor's assertion that my claim for rent and damages lacks evidentiary support is
8 inaccurate. The attached invoice itemizes the accrued rent and property damage. While the
9 Debtor characterizes it as "self-serving," it is a direct reflection of the amounts owed under the
10 lease agreement and for damages incurred. Further supporting documentation for damages can
11 be provided as necessary during discovery.

12 9. The various "Notification of Payment Deferral" documents from PHH Mortgage Services
13 attached to the Debtor's claim (Claim #8) indicate a deferred balance due on October 1, 2036, or
14 upon loan payoff. This raises questions about the Debtor's claim of full ownership and the
15 validity of their foreclosure process. The escrow analysis statement also notes the account's
16 involvement in a bankruptcy petition filed on March 25, 2025, under Chapter 13.

17
18 I declare under penalty of perjury that the foregoing is true and correct.

19
20 Dated: July 8, 2025

21
22 JEAN BARANOWSKI

23 Jean Baranowski

24
25
26
27
28
REPLY DECLARATION OF JEAN BARANOWSKI IN OPPOSITION TO DEBTOR'S
OBJECTION TO CLAIM NO. 9 - 3

PROOF OF SERVICE OF DOCUMENT

78365 Highway 111, #123, La Quinta, CA 92253

DEBTOR'S FIRST AMENDED CHAPTER 13 PLAN OF REORGANIZATION

will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**: Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date)

the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below.

ecfcacb@aldridgepite.com; JCD@ecf.inforuptcy.com; j delmotte@aldridgepite.com; Benjamin Heston
bhestonecf@gmail.com; benheston@recap.email; NexusBankruptcy@jubileebk.net; United States Trustee (RS)

☐ Service information continued on attached page

On (date) 07/09/2025, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail,

judge will be completed no later than 24 hours after the document is filed.

Taurean E Wright

Palm Desert, CA 92260-3159

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) _____, I served

such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery or overnight mail to the judge will be completed no later than 24 hours after the document is

☐ Service information continued on attached page

07/09/2025 William Baranowski

William Baranowski